

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PAULIN, PAULIN & PAULIN, a
French family business,

Plaintiffs,

v.

GETURDUPE, LLC, d/b/a
“GetUrDupe.com” and “Dupe,”

Defendant.

Case No. 2:24-cv-09652-SPG-SSC
**ORDER GRANTING JOINT
STIPULATION FOR ENTRY OF
PERMANENT INJUNCTION
AND DISMISSAL [ECF NO. 12]**

Before the Court is the parties’ Joint Stipulation for Entry of Permanent Injunction and Dismissal (ECF No. 12 (“Stipulation”)). Plaintiff Paulin, Paulin, & Paulin (“Plaintiff”) filed its Complaint for trade dress infringement in violation of 15 U.S.C. § 1125, false designation of origin in violation of 15 U.S.C. § 1125(a), and unfair competition in violation of California Business and Professions Code § 17200. *See* (ECF No. 1 (“Complaint”)).

In the Complaint, Plaintiff requested a permanent injunction restraining Defendant Blow Balloons LLC d/b/a Dupe (“Defendant”)¹ from further acts of

¹ The Complaint mistakenly identified Defendant as GetUrDupe, LLC. *See generally* (Complaint). The Stipulation clarifies that Blow Balloons LLC is the proper defendant in this

1 infringement, counterfeiting, and unfair competition, as well as an order requiring
2 Defendant to destroy all infringing product, accounting and disgorgement, treble
3 damages, attorney's fees, and pre- and post-interest judgment. *See (id. at 6)*. Plaintiff
4 and Defendant now stipulate to the entry of this Stipulated Order for Permanent
5 Injunction ("Order") to resolve all matters in this action.

6 THEREFORE, IT IS ORDERED as follows:

7 **FINDINGS**

8 A. The Court has jurisdiction over this matter.

9 B. The Complaint alleges that Plaintiff is the exclusive producer and seller
10 of the Dune Ensemble, a seating module designed by Pierre Paulin in 1970, as well
11 as other original designs by Mr. Paulin.

12 C. The Dune Ensemble is subject to a United States trade dress application
13 (No. 98309041) filed with the United States Patent and Trademark Office. Plaintiff
14 alleges that the Dune Ensemble is instantly recognizable as a Pierre Paulin design,
15 known for its distinct shape, size, and cushion configuration ("Paulin Trade Dress").
16 Plaintiff also alleges that it has been producing, distributing, and selling the Dune
17 Ensemble and using the Paulin Trade Dress in commerce continuously since 2014.

18 D. Plaintiff alleges that it exclusively markets and sells the Dune Ensemble.

19 E. Plaintiff alleges that it discovered an Instagram reel posted by
20 Defendant on September 13, 2024, wherein Defendant shows the delivery and
21 assembly of a "Dune Sofa Dupe" to a client.



22 F. Plaintiff alleges that Defendant's "Dune Sofa Dupe" copies Plaintiff's
23 protected trade dress, including the Dune Ensemble's shape, size, and number of
24 cushions, in violation of Plaintiff's intellectual property rights.

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action. *See* (Stipulation at 1). However, because the parties have not moved to amend the case
caption, the caption still reflects GetUrDupe, LLC as the defendant.

1 G. The “Dune Ensemble” and “Dune Sofa Dupe” are shown below:

2 3 4 5 6 7 8 9 10 11	<p>Dune Ensemble</p> 
12 13 14 15 16 17 18 19 20	<p>“Dune Sofa Dupe”</p> 

21 H. Plaintiff filed the Complaint on November 7, 2024, alleging claims for
22 trade dress infringement, false designation of origin, and unfair competition against
23 Defendant.

24 I. The Complaint states a claim and injunctive relief is appropriate.

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DEFINITIONS

For purposes of this Order, “Defendant” shall mean:

A. Defendant.

B. Defendant’s present and former members, officers, directors, employees, beneficiaries, partners, affiliates, representatives, and agents, as well as their respective predecessors, successors, assigns, licensees, heirs, spouses, executors, and administrators.

C. All those acting in concert or participation with any of the above-individuals and entities.

D. All other persons or entities acting under Defendant’s control.

ORDER

IT IS THEREFORE ORDERED that Defendant is hereby permanently enjoined from:

A. Designing, manufacturing, importing, exporting, marketing, advertising, promoting, distributing, shipping, transferring, offering for sale, or selling the “Dune Sofa Dupe” or any other product that incorporates the Paulin Trade Dress, is a colorable imitation of the Paulin Trade Dress, or is confusingly similar to the Paulin Trade Dress.

B. Using photographs, illustrations, or other depictions of the Paulin Trade Dress, any other product that incorporates the Paulin Trade Dress, any other product that is a colorable imitation of the Paulin Trade Dress, or any other product that is confusingly similar to the Paulin Trade Dress on any commercial website or for any commercial purposes.

C. Passing off Defendant’s goods and/or services as those of Plaintiff.

D. Engaging in any other conduct that tends to falsely represent, or that is likely to confuse, mislead, or deceive consumers to believe, that Defendant or its products or services are sponsored, approved, or licensed by Plaintiff, or are in some way connected or affiliated with Plaintiff.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction over this matter for purposes of construction, modification, and enforcement of this Order.

NO FEES AND COSTS

IT IS FURTHER ORDERED that each party shall bear its own costs and attorney's fees.

DISMISSAL

IT IS FURTHER ORDERED that, except as provided herein, all claims are dismissed with prejudice, including any counterclaims by Defendant.

NO APPEAL

Plaintiff and Defendant have expressly waived any and all rights to appeal this Order.

IT IS SO ORDERED.

DATED: October 24, 2025



HON. SHERILYN PEACE GARNETT
UNITED STATES DISTRICT JUDGE